

IN THE UNITED STATES COURT OF FEDERAL CLAIMS

Kirk Johns,

Plaintiff,

v.

22-1786 C

**Drug Enforcement Administration,
United States of America,
Defendants.**

Complaint

The Plaintiff alleges as follows:

1. The Plaintiff institutes this action for breach of express contract with the Defendants under the provisions of 28 U.S.C. § 1491(a)(1) (the Tucker Act) in that the Plaintiff Kirk Johns sues for his Relocation Incentive Bonuses (“Incentive Bonuses”) as provided in a Relocation Incentive Service Agreement dated August 6, 2015 (“Agreement”), see Exhibit A, attached, being an amount of not less than approximately \$53,916.

2. The Plaintiff is a Special Agent, Criminal Investigator, employed by the Defendants to investigate those individuals suspected of committing federal crimes. His duty location is Saipan. The Plaintiff has been assigned to Saipan as his permanent duty station as of October 4, 2015.

3. The Plaintiff accepted an appointment to Saipan which is a hard-to-fill duty station.

4. As an inducement to the Saipan appointment, the Plaintiff and Defendants executed the Agreement on or about August 6, 2015.

5. The Agreement obligated the Defendants to pay 25% of the Plaintiff’s basic pay, “one payment per annum,” for a minimum of three years, up to a maximum of eight years, commencing year 2015.

6. The Defendants paid the Plaintiff an Incentive Bonus of \$25,735.51 for his first year, year 2015 (10/2015 – 10/2016).

7. The Defendants failed to pay the Incentive Bonus in pay period 21 for year 2016 (10/2016 – 10/2017) which amounts to \$26,741.25.

8. The Defendants failed to pay the Incentive Bonus in pay period 22 for year 2017 (10/2017 – 10/2018) which amounts to \$27,174.75.

9. On and after the Agreement was executed on August 6, 2015, the Defendants illegally, wrongfully and without proper authority breached the Agreement which they signed by failing to pay the Incentive Bonus for years 2016 and 2017. The Defendants have paid the Incentive Bonus for the years 2018 to present.

10. The Plaintiff has previously demanded payment for years 2016 and 2017, see Exhibit B, with no reply from the Defendants.

11. Although the Plaintiff has performed and continues to perform all that is required of him under their Agreement, Defendants have failed to perform and continue to fail to perform the conditions of the Agreement on their part to be performed in that they have failed to pay to Plaintiff the Incentive Bonuses to which he is entitled for the years 2016 and 2017.

Jurisdiction

12. The Court has jurisdiction over this action under 28 U.S.C. § 1491(a)(1) because the Plaintiff's claim is founded on express contract between the Plaintiff and the United States.

Parties

13. The Plaintiff is a Special Agent, Criminal Investigator, an officer of the United States, employed by the Drug Enforcement Administration (DEA).

14. DEA is an agency of the United States. As an agency of the United States, DEA's actions are imputed to the United States.

15. The United States, acting through the DEA, is an express party to the contract at issue in this action.

Relief Sought

Wherefore, Plaintiff prays that:

1. Defendants be ordered to pay to the Plaintiff the bonuses, in the principal amount of \$53,916.00 provided by his contract, together with interest.
2. There be granted such other and further relief as is necessary and proper.

Respectfully submitted,

Lawrence Berger
Attorney for the Plaintiff

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